

# EXHIBIT

# A



STATE OF TENNESSEE  
DEPARTMENT OF COMMERCE AND INSURANCE  
500 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-1131

June 10, 2008

Hartford Life & Accident Ins Co  
2908 Poston Avenue, % C S C  
Nashville, TN 37203  
NAIC # 70815

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
7006 2760 0002 9675 7680  
Cashier # 3522

Re: Stanley Stiles V. Hartford Life & Accident Ins Co

Docket # 08C698

To Whom It May Concern:

We are enclosing herewith a document that has been served on this department on your behalf in connection with the above-styled matter.

I hereby make oath that the attached Disability Complaint was served on me on June 05, 2008 by Stanley Stiles pursuant to Tenn. Code Ann. § 56-2-504 or § 56-2-506. A copy of this document is being sent to the Circuit Court of Hamilton County, TN.

Brenda C. Meade  
Designated Agent  
Service of Process

Enclosures

cc: Circuit Court Clerk  
Hamilton County  
625 Georgia Avenue, Rm 500  
Chattanooga, Tn 37402

Service of Process 615.532.5260

FILED IN OFFICE

STATE OF TENNESSEE	COURT <sup>2008 MAY 30 AM 10:15</sup> (Must be completed) Circuit CLERK	COUNTY (Must be completed) Hamilton
SUMMONS BY <u>987A</u> DC		FILE NO. <u>08098</u> (Must be completed)  DIVISION _____ (Large counties only)
PLAINTIFF (Name: First, Middle, Last) Stanley Stiles		DEFENDANT (Name: First, Middle, Last) Hartford Life and Accident Insurance Company

TO: The Defendant Named Above

☐ [Alternative 1: residence address]

☐ [Alternative 2: employer's name and address]

☒ [Alternative 3: other suitable address]

by and through the Commissioner of the  
 TN Dept. of Commerce & Insurance  
 500 James Robertson Parkway  
 Nashville, TN 37243-4131

You are hereby commanded to answer and make defense to a Complaint which has been filed in this case. Your defense to this Complaint must be filed in the office of the clerk of this court on or before 30 days after service of this Summons upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

WITNESSED and issued this 30 day of May, 2008  
Paula T. Thompson  
 Name and Title of Clerk  
 By Gavin Stensley  
 Deputy Clerk

Received this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

/s/ \_\_\_\_\_  
 Deputy Sheriff

SUMMONS - Page 1  
 Form 40, Rev. 5.29.2004

STATE OF TENNESSEE

COUNTY OF \_\_\_\_\_

I certify that the foregoing is a true and correct copy of the original Summons issued in this case.

\_\_\_\_\_  
Name and Title of Clerk

By \_\_\_\_\_  
Deputy Clerk

---

**OFFICER'S RETURN**

I certify that I have served this Summons together with the Complaint as follows:

- ☐ On \_\_\_\_\_, 20 \_\_\_\_, I delivered a copy of the Summons and Complaint to the Defendant.
- ☐ I failed to serve this Summons within 30 days after its issuance because:  
\_\_\_\_\_

\_\_\_\_\_, Sheriff

By: \_\_\_\_\_  
Deputy Sheriff

---

**CLERK'S RETURN**

I hereby acknowledge and accept service of the Summons and receipt of a copy of same, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Name and Title of Clerk

By: \_\_\_\_\_  
Deputy Clerk

IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE  
AT CHATTANOOGA

LAW DEPARTMENT

JUN 13 08

STANLEY STILES,

Plaintiff,

v.

HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY,

Defendant.

JURY DEMAND

NO.: 08CLB

BY: [Signature] DC

PAULA T. THOMPSON, CLERK

RECEIVED

2008 MAY 30 AM 10:15

FILED IN OFFICE

COMPLAINT

COMES the Plaintiff, Stanley Stiles (hereinafter "Plaintiff"), by and through the undersigned counsel of record, and hereby brings the following Complaint against Defendant Hartford Life and Accident Insurance Company (hereinafter "Hartford"), stating as follows:

PARTIES

1. At all relevant times Plaintiff was and is an adult resident of Hamilton County, Tennessee.
2. Plaintiff alleges upon information and belief that Defendant Hartford is an insurance company authorized to transact the business of insurance in this state.
3. Defendant Hartford is the underwriter of and/or insurer of a disability insurance policy issued to Plaintiff, said policy having, inter alia, the following identifying characteristic: Policy No. GLT675022 (hereinafter "Policy").
4. Defendant Hartford may be served with process by serving the Commissioner of the Tennessee Department of Commerce and Insurance, 500 James Robertson

Parkway, Suite 660, Nashville, Tennessee 37243-1121.

### **JURISDICTION AND VENUE**

5. This is an action for damages for failure to pay benefits under an insurance policy and other related claims over which this court has jurisdiction.
6. Venue is proper in Hamilton County, Tennessee.

### **FACTS**

7. At all relevant times Plaintiff was employed by a State of Tennessee municipality commonly known as the City of Chattanooga as an Animal Control Officer in said municipality's police department.
8. While Plaintiff was employed by the City of Chattanooga, said municipality purchased a disability insurance Policy from Defendant Hartford.
9. Plaintiff applied for coverage, was accepted, and was thereafter covered under said Policy with an effective date listed as February 1, 2004.
10. Plaintiff's employment at the time the Policy was issued and at the time he became disabled was an animal control officer for the City of Chattanooga's police department.
11. All premiums have been paid and Plaintiff has satisfied all the requirements for coverage under the above Policy, which is a contract for insurance.
12. Plaintiff, while covered under the Policy, suffered from and/or developed Chronic Inflammatory Demyelinating Polyneuropathy, Depression, Hypertension, Type II Diabetes, Gastro-Esophageal Reflux Disorder, Restless Leg Syndrome, and Peripheral Neuropathy, on or about July 08, 2004, or thereafter, which caused then and/or subsequently, inter alia, pain, fatigue, physical restrictions and/or

limitations, and problems with concentration or memory, all of which interfered with his ability to work, and ultimately caused him to become disabled.

13. On or about July 08, 2004, Plaintiff's medical condition caused him to have a complete inability to perform the material duties of his regular occupation, at which time he suffered a significant loss of earnings.

14. Since on or about July 08, 2004, Plaintiff has had a complete inability to perform the material duties of his regular occupation such that he has been unable to earn any income.

15. On or about July 08, 2004, Plaintiff applied for benefits under the Policy by submitting an insured's statement and, thereafter, by submitting, inter alia, numerous attending physician statements and medical records pursuant to the requirements of the Policy.

16. On June 13, 2007, Defendant Hartford sent Plaintiff a letter explaining that it had denied coverage on his claim.

17. On or about July 10, 2007, Plaintiff, on his own, appealed the denial of his claim.

18. On August 01, 2007, Defendant Hartford sent Plaintiff a letter explaining that it had upheld its original denial of coverage on his claim

19. While Plaintiff has received some benefits under the Policy, he has not received the full requisite of benefits due under the Policy.

**COUNT ONE**

**TENNESSEE BREACH OF CONTRACT**

Plaintiff incorporates the allegations contained in paragraphs 1 through 19 as if fully stated herein and further states that:

20. Under the laws of the State of Tennessee, Plaintiff was covered under the Policy and said Policy constitutes a contract for insurance coverage.
21. Under the laws of the State of Tennessee, Plaintiff made a valid and timely claim for benefits under terms of the Policy and Defendant has refused to pay.
22. Under the laws of the State of Tennessee, all premiums have been paid and Plaintiff has met all other conditions precedent to have a valid contract for insurance coverage and has satisfied the terms of the contract entitling him to benefits under the contract.
23. Under the laws of the State of Tennessee, Defendant has breached, and continues to breach, its contractual duties under the insurance Policy by failing and refusing to pay the full requisite of benefits owed the Plaintiff and by failing to perform its duties as set out in the contract.
24. Under the laws of the State of Tennessee, as a direct and proximate result of Defendant's breach, Plaintiff has suffered, and continues to suffer, substantial damages as previously set forth above.

**COUNT TWO**

**VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT**

**TENNESSEE CODE ANNOTATED § 47-18-101 AND § 47-18-109.**

Plaintiff incorporates the allegations contained in paragraphs 1 through 24 as if



fully stated herein and says further that:

25. Tennessee Code Annotated § 47-18-109 provides a private right of action to any person who suffers an ascertainable loss of money or property as a result of the use or employment by another person of an unfair or deceptive act or practice declared unlawful by the Consumer Protection Act.
26. The acts which are prohibited under the Consumer Protection Act are listed in Tennessee Code Annotated § 47-18-104. In addition to the specifically prohibited acts, Tennessee Code Annotated § 47-18-104(b)(27) is a catch-all provision prohibiting all practices which are deceptive or unfair to customers.
27. By ignoring the terms of the disability insurance contract and by giving the Plaintiff inadequate or misleading information about his claim, the Defendant has acted unfairly and deceptively.
28. As a direct and proximate result of the Defendant's conduct, Plaintiff has suffered and continues to suffer monetary loss and damages.
29. Through its handling of the Plaintiff's claim, the Defendant has willfully and knowingly violated the Tennessee Consumer Protection Act, Tennessee Code Annotated § 47-18-101 et seq., entitling Plaintiff to treble damages.

### **COUNT III**

#### **TENNESSEE BAD FAITH FAILURE TO PAY CLAIM**

Plaintiff incorporates the allegations contained in paragraphs 1-29 as if fully stated herein and further states that:

30. At all times relevant to the matters alleged herein, Defendant was under a duty to use good faith in the handling of Plaintiff's claim.

31. Plaintiff's claim for benefits is due and payable and Plaintiff's application was filed on or about July 08, 2004, which constitutes a formal demand for payment, and Defendant has either failed or refused to pay further benefits.
32. Defendant impeded a legitimate and well-supported claim for benefits, which clearly shows an intent not to honor the terms of the Policy.
33. Defendant acted in bad faith in denying benefits to Plaintiff or in failing to timely make a decision on Plaintiff's claim.
34. As a direct and proximate result of Defendant's actions in handling this claim, Plaintiff has suffered, and continues to suffer, monetary loss and damages, including the need to hire an attorney to enforce the terms of a contract for insurance.
35. Because Defendant did not act in good faith in denying Plaintiff's claim for benefits, Defendant is liable under Tennessee Code Annotated § 56-7-105(a) for additional damages in an amount up to 25% of liability.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff requests that this Court grant him the following relief in this case:

That the Court enter judgment in favor of Plaintiff and against Defendant and that the Court order Defendant to perform its obligations under the contract for insurance and to pay past due benefits to Plaintiff in an amount equal to the contractual amount of benefits to which he is entitled.

That the Court order Defendant to pay Plaintiff prejudgment interest in all benefits that have accrued prior to the date of judgment;

That the Court order Defendant to pay Plaintiff prejudgment interest on all benefits that have accrued prior to the date of judgment;

That the Court order Defendant to continue paying benefits to Plaintiff until such time as he no longer qualifies for continuation of benefits.

That the Court order Defendant to pay treble damages pursuant to Tennessee Consumer Protection Act, Tennessee Code Annotated § 47-18-101 et seq.;

That the Court order Defendant to pay an additional 25% of the contractual liability for bad faith handling of the claim, pursuant to Tennessee Code Annotated § 56-7-105(a);

That the Court order Defendants to pay Plaintiff's attorneys' fees and costs under applicable law, and,

That Plaintiff recover any and all other relief to which he may be entitled. Plaintiff further demands a jury to hear his case.

Dated this 30<sup>th</sup> day of May 2008.

Respectfully submitted,

ERIC BUCHANAN & ASSOCIATES, PLLC  
ATTORNEYS FOR PLAINTIFF

BY: D. Seth Holliday  
Eric L. Buchanan (#018568)  
R. Scott Wilson (#019661)  
D. Seth Holliday (#023136)  
414 McCallie Avenue  
Chattanooga, Tennessee 37402  
(423) 634-2506  
(423) 634-2505 (fax)

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**GROUP  
BENEFIT  
PLAN**

**CITY OF CHATTANOOGA**

**Long Term Disability**

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PS-M-90

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY  
Hartford, Connecticut  
(Herein called Hartford Life)

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**CERTIFICATE OF INSURANCE**

Under  
**The Group Insurance Policy**  
as of the Effective Date  
Issued by  
**HARTFORD LIFE**  
to  
**The Policyholder**

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This is to certify that Hartford Life has issued and delivered the Group Insurance Policy to The Policyholder.

The Group Insurance Policy insures the employees of the Policyholder who:

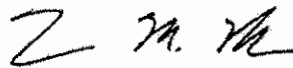
- are eligible for the insurance;
  - become insured; and
  - continue to be insured;
- according to the terms of the Policy.

The terms of the Group Insurance Policy which affect an employee's insurance are contained in the following pages. This Certificate of Insurance and the following pages will become your Booklet-certificate. The Booklet-certificate is a part of the Group Insurance Policy.

This Booklet-certificate replaces any other which Hartford Life may have issued to the Policyholder to give to you under the Group Insurance Policy specified herein.



Christine Hayer Repasy, *Secretary*



Thomas M. Marra, *President*

## SCHEDULE OF INSURANCE

Final interpretation of all provisions and coverages will be governed by the Group Insurance Policy on file with Hartford Life at its home office.

Policyholder: CITY OF CHATTANOOGA

Group Insurance Policy: GLT-675022

Plan Effective Date: February 1, 2004

This plan of Disability Insurance provides you with loss of income protection if you become disabled from a covered accidental bodily injury, sickness or pregnancy.

Must you contribute toward the cost of coverage?  
You do not contribute toward the cost of coverage.

Who is eligible for coverage?

Eligible Class(es): All Active Full-time Employees participating in the general pension plan who are U.S. citizens or U.S. residents, excluding temporary and seasonal employees

Full-time Employees: 30 hours weekly

Maximum Monthly Benefit: \$5,000

Minimum Monthly Benefit: \$100

Benefit Percentage: 60%

When will You become eligible? (Eligibility Waiting Period)

You are eligible on the later of either the Plan Effective Date or the date You enter an eligible class.

The Elimination Period is the period of time you must be Disabled before benefits become payable. It is the first 6 consecutive month(s) of any one period of Disability.

### MAXIMUM DURATION OF BENEFITS TABLE

Age When Disabled	Benefits Payable
Prior to Age 61	To Age 62
Age 61	12 months

The above table shows the maximum duration for which benefits may be paid. All other limitations of the plan will apply.

### ELIGIBILITY AND ENROLLMENT

Who are Eligible Persons?

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

**When will you become eligible?**

You will become eligible for coverage on either:

1. the Plan Effective Date, if you have completed the Eligibility Waiting Period; or if not
2. the date on which you complete the Eligibility Waiting Period.

See the Schedule of Insurance for the Eligibility Waiting Period.

**How do you enroll?**

Eligible Persons will be enrolled automatically by the Employer.

**WHEN COVERAGE STARTS****When does your coverage start?**

If you are not required to contribute toward the plan's cost, your coverage will start on the date you become eligible.

**DEFERRED EFFECTIVE DATE****When will coverage become effective if a disabling condition causes you to be absent from work on the date it is to start?**

If you are absent from work due to:

1. accidental bodily injury;
2. sickness;
3. pregnancy;
4. Mental Illness; or
5. Substance Abuse,

on the date your insurance or increase in coverage would otherwise have become effective, your effective date will be deferred. Your insurance, or increase in coverage will not become effective until you are Actively at Work for one full day.

**CHANGES IN COVERAGE****Do coverage amounts change if there is a change in your class or your rate of pay?**

Your coverage may increase or decrease on the date there is a change in your class or Monthly Rate of Basic Earnings. However, no increase in coverage will be effective unless on that date you:

1. are an Active Full-time Employee; and
2. are not absent from work due to being Disabled.

If you were so absent from work, the effective date of such increase will be deferred until you are Actively at Work for one full day.

No change in your Rate of Basic Earnings will become effective until the date we receive notice of the change.

**What happens if the Employer changes the plan?**

Any increase or decrease in coverage because of a change in the Schedule of Insurance will become effective on the date of the change, subject to the following limitations on an increase:

1. the Deferred Effective Date provision; and
2. Pre-existing Conditions Limitations.



## BENEFITS

### When do benefits become payable?

You will be paid a monthly benefit if:

1. you become Disabled while insured under this plan;
2. you are Disabled throughout the Elimination Period;
3. you remain Disabled beyond the Elimination Period;
4. you are, and have been during the Elimination Period, under the Regular Care of a Physician; and
5. you submit Proof of Loss satisfactory to us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly.

### When will benefit payments terminate?

We will terminate benefit payment on the first to occur of:

1. the date you are no longer Disabled as defined;
2. the date you fail to furnish Proof of Loss, when requested by us;
3. the date you are no longer under the Regular Care of a Physician, or refuse our request that you submit to an examination by a Physician;
4. the date you die;
5. the date your Current Monthly Earnings exceed:
  - a) 80% of your Indexed Pre-disability Earnings if you are receiving benefits for being Disabled from Your Occupation;
  - b) an amount that is equal to the product of your Indexed Pre-disability Earnings and the Benefit Percentage if you are receiving benefits for being Disabled from Any Occupation;
6. the date determined from the Maximum Duration of Benefits Table shown in the Schedule of Insurance;
7. the date no further benefits are payable under any provision in this plan that limits benefit duration; or
8. the date you refuse to participate in a Rehabilitation program or, refuse to cooperate with or try:
  - a) modifications made to the work site or job process to accommodate your identified medical limitations to enable you to perform the Essential Duties of Your Occupation;
  - b) adaptive equipment or devices designed to accommodate your identified medical limitations to enable you to perform the Essential Duties of Your Occupation;
  - c) modifications made to the work site or job process to accommodate your identified medical limitations to enable you to perform the Essential Duties of Any Occupation, if you were receiving benefits for being disabled from Any Occupation; or
  - d) adaptive equipment or devices designed to accommodate your identified medical limitations to enable you to perform the Essential Duties of Any Occupation, if you were receiving benefits for being disabled from Any Occupation,

provided a qualified Physician agrees that such modifications, Rehabilitation program or adaptive equipment accommodate your medical limitation; or

9. the date you refuse to receive recommended treatment that is generally acknowledged by physicians to cure, correct or limit the disabling condition.

## MENTAL ILLNESS AND SUBSTANCE ABUSE BENEFITS

### Are benefits limited for Mental Illness or Substance Abuse?

If you are Disabled because of:

1. Mental Illness that results from any cause;
2. any condition that may result from Mental Illness;
3. alcoholism; or
4. the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance,

then, subject to all other Policy provisions, benefits will be payable:

1. only for so long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
2. when you are not so confined, a total of 24 months for all such Disabilities during your lifetime.

## RECURRENT DISABILITY

### **What happens if you Recover during the Elimination Period but become Disabled again?**

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, provided the number of days you return to work as an Active Full-time Employee are less than one-half (1/2) the number of days of your Elimination Period shown in the Schedule of Insurance.

Any day of a period of Recovery will not count towards the Elimination Period.

After the Elimination Period, when a return to work as an Active Full-time Employee is followed by a recurrent Disability, and such Disability is:

1. due to the same cause; or
2. due to a related cause; and
3. within 6 month(s) of the return to work,

the Period of Disability prior to your return to work and the recurrent Disability will be considered one Period of Disability, provided the Group Insurance Policy remains in force.

If you return to work as an Active Full-time Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. A new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits. The Elimination Period and Maximum Duration of Benefits Table are in the Schedule of Insurance.

The term "Period of Disability" as used in this provision means a continuous length of time during which you are Disabled under this plan.

## CALCULATION OF MONTHLY BENEFIT

### **How are Disability benefits calculated?**

#### **Return to Work Incentive**

If you remain Disabled after the Elimination Period, but work while you are Disabled, we will determine your Monthly Benefit for a period of up to 12 consecutive months as follows:

1. multiply your Pre-Disability Earnings by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

Current Monthly Earnings will not be used to reduce your Monthly Benefit. However, if the sum of your Monthly Benefit and your Current Monthly Earnings exceeds 100% of your Pre-disability Earnings, we will reduce your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

1. the day you first start such work; or
2. the end of the Elimination Period.

If you are Disabled and not receiving benefits under the Return to Work Incentive, we will calculate your Monthly Benefit as follows:

1. multiply your Monthly Income Loss by the Benefit Percentage;
2. compare the result with the Maximum Benefit; and
3. from the lesser amount, deduct Other Income Benefits.

The result is your Monthly Benefit.

**What happens if the sum of the Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of Pre-disability Earnings?**

We will reduce your Monthly Benefit by the amount of the excess. However, your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

If an overpayment occurs, we may recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

**How is the benefit calculated for a period of less than a month?**

If a Monthly Benefit is payable for less than a month, we will pay 1/30 of the Monthly Benefit for each day you were Disabled.

Benefit Percentages and Maximum Benefits are shown in the Schedule of Insurance.

## **REHABILITATION**

**What is Rehabilitation?**

Rehabilitation is a process of working together to plan, adapt, and put into use options and services to meet your return to work needs.

A Rehabilitation program may include, when we consider it to be appropriate, any necessary and feasible:

1. vocational testing;
2. vocational training;
3. alternative treatment plans such as:
  - a) support groups;
  - b) physical therapy;
  - c) occupational therapy; and
  - d) speech therapy;
4. work-place modification to the extent not otherwise provided;
5. job placement; and
6. transitional work, and
7. similar services.

## **FAMILY CARE CREDIT BENEFIT**

**What if you must incur expenses for Family Care Services in order to participate in a Rehabilitative program?**

If you are working as part of a program of Rehabilitative Employment, we will, for the purpose of calculating your benefit, deduct the cost of Family Care from earnings received from a Rehabilitative program, subject to the following limitations:

1. Family Care means the care or supervision of:
  - a) your children under age 13; or
  - b) a member of your household who is mentally or physically handicapped and dependent upon you for support and maintenance;
2. the maximum monthly deduction allowed for each qualifying child or family member is:
  - a) \$350 during the first 12 months of Rehabilitative Employment; and
  - b) \$175 thereafter,
  - c) but in no event may the deduction exceed the amount of your monthly earnings;

3. Family Care Credits may not exceed a total of \$2,500 during a calendar year;
4. the deduction will be reduced proportionally for periods of less than a month;
5. the charges for Family Care must be documented by a receipt from the caregiver;
6. the credit will cease on the first to occur of the following:
  - a) you are no longer in a Rehabilitative program; or
  - b) Family Care Credits for 24 months have been deducted during your Disability; and
7. no Family Care provided by an immediate relative of the family member receiving the care will be eligible as a deduction under this provision. An immediate relative is a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter or grandchild.

Your Current Monthly Earnings after the deduction of your Family Care Credit will be used to determine your Monthly Income Loss. In no event will you be eligible to receive a Monthly Benefit under the plan if your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of your Indexed Pre-disability Earnings.

#### **SURVIVOR INCOME BENEFIT**

**Will your survivors receive a benefit if you should die while receiving Disability Benefits?**

If you die while receiving benefits under this plan, a Survivor Benefit will be payable to:

1. your surviving Spouse; or
2. your surviving Child(ren), in equal shares, if there is no surviving Spouse.

If a minor Child is entitled to benefits, we may, at our option, make benefit payments to the person caring for and supporting the Child until a legal guardian is appointed.

The Benefit is one payment of an amount that is 3 times the lesser of:

1. your Monthly Income Loss multiplied by the Benefit Percentage; or
2. the Maximum Monthly Benefit shown in the Schedule of Insurance.

If there is no surviving Spouse or Child(ren), payment will be made to your estate, unless there is none. In this case, no payment will be made.

However, we will first apply the Survivor Benefit to any overpayment which may exist on your claim.

The following terms apply to this Benefit:

"Spouse" means your wife or husband who:

1. is mentally competent; and
2. was not legally separated from you at the time of your death.

"Child" means your son or daughter under age 25 who is dependent on you for financial support.

#### **WORKPLACE MODIFICATION BENEFIT**

**Will our Rehabilitation program provide for modifications to the workplace to accommodate a Disabled employee's return to work?**

We will reimburse your Employer for the expense of reasonable modifications to your workplace to accommodate your Disability and enable you to return to work as an Active Full-time Employee. To qualify for this benefit:

1. your Disability must be covered by this plan;
2. the Employer must agree to make modifications to the workplace in order to reasonably accommodate your return to work and the performance of the essential duties of your job; and
3. any proposed modifications must be approved in writing by us.

Benefits paid for such workplace modification shall not exceed the amount equal to your Pre-disability Earnings multiplied by the Benefit Percentage.

We have the right, at our expense, to have you examined or evaluated by:

1. a physician or other health care professional; or
2. a vocational expert or rehabilitation specialist,

of our choice so that we may evaluate the appropriateness of any proposed modification.

The Employer's costs for approved modifications will be reimbursed after:

1. the proposed modifications made on your behalf are complete;
2. we have been provided written proof of the expenses incurred to provide such modification; and
3. you have returned to work as an Active Full-time Employee.

This Workplace Modification benefit will not be payable if:

1. the Employer does not incur any cost in making the modification;
2. we have not given written approval of the modification prior to expenses being incurred; or
3. you become self-employed, or return to work for another employer.

**Workplace Modification** means change in your work environment, or in the way a job is performed, to allow you to perform, while Disabled, the Essential Duties of your job. Payment of this benefit will not reduce or deny any benefit you are eligible to receive under the terms of this plan.

#### **PRE-EXISTING CONDITIONS LIMITATIONS**

**Are there any other limitations on coverage?**

No benefit will be payable under the plan for any Disability that is due to, contributed to by, or results from a Pre-existing Condition, unless such Disability begins:

1. after the last day of 90 consecutive day(s) while insured during which you receive no medical care for the Pre-existing Condition; or
2. after the last day of 365 consecutive day(s) during which you have been continuously insured under this plan.

The amount of a benefit increase, which results from a change in benefit options, a change of class or a change in the plan, will not be paid for any Disability that is due to, contributed to by, or results from a Pre-existing condition, unless such Disability begins:

1. after the last day of 90 consecutive day(s) while insured for the increased benefit amount during which you receive no medical care for the Pre-existing Condition; or
2. after the last day of 365 consecutive day(s) during which you have been continuously insured for the increased benefit amount.

**Pre-existing Condition** means:

1. any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
2. any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which you received Medical Care during the 90 day period that ends the day before:

1. your effective date of coverage; or
2. the effective date of a Change in Coverage.

Complications of Pregnancy will be Pre-existing Conditions only if Medical Care is received for such complications during the 90 day period that ends the day before your effective date of coverage, or the effective date of a change of coverage.

Complications of Pregnancy means:

1. Conditions requiring hospital confinement, when pregnancy is not terminated, whose diagnoses are distinct from pregnancy, but are adversely affected by pregnancy, or caused by pregnancy, such as:
  - a) acute nephritis, and nephrosis;
  - b) cardiac decompensation;
  - c) missed abortion; andsimilar medical or surgical conditions of comparable severity, and
2. non-elective Caesarean section, ectopic pregnancy which is terminated, and spontaneous termination of pregnancy, which occurs during a period of gestation in which a viable birth is not possible.

For the purpose of this Pre-existing Conditions Limitation, Complications of Pregnancy shall not include:

1. false labor;
2. physician prescribed rest during the pregnancy,
3. hyperemesis gravidarum, and

similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

**Medical Care** is received when:

1. a Physician is consulted or medical advice is given; or
2. treatment is recommended, prescribed by, or received from a Physician.

Treatment includes but is not limited to:

1. medical examinations, tests, attendance or observation; and
2. use of drugs, medicines, medical services, supplies or equipment.

#### **CONTINUITY FROM A PRIOR PLAN**

**Is there continuity of coverage from a Prior Plan?**

If you were:

1. insured under the Prior Plan;
2. Actively at Work; and
3. not eligible to receive benefits under the Prior Plan,

on the day before the Plan Effective Date, the Deferred Effective Date provision will not apply to you.

For purposes of this continuity of coverage provision only, you shall be considered actively at work while on any scheduled leave of absence for reasons other than your own Disability or any regularly scheduled vacation day, holiday or weekend day, or any unscheduled absence for reasons other than your own Disability otherwise permitted by Employer normal leave or absence policies.

If you become insured under the Group Insurance Policy on the Plan Effective Date and were covered under the Prior Plan on the day before the Plan Effective Date, the Pre-existing Conditions Limitation will cease to apply on the first to occur of the following dates:

1. the Plan Effective Date, if your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Plan; or
2. if your coverage was limited by a pre-existing condition restriction under the Prior Plan, the date the restriction would have ceased to apply had the Prior Plan remained in force.

However, the Pre-existing Conditions Limitation will apply after the Plan Effective Date to the amount of a benefit increase which results from a change in benefit options, a change of class or a change in the Plan.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

1. the Monthly Benefit which was paid by the Prior Plan; or
2. the Monthly Benefit provided by this plan.

No payment shall be made after the earlier to occur of:

1. the date payments would have ceased under the Prior Plan; or
2. the date payments cease under this plan.

If you received Monthly Benefits for Disability under the Prior Plan, and:

1. you returned to work as an Active Full-time Employee before the Effective Date of this plan;
2. within 6 months of the return to work, you have a recurrence of the same Disability under this plan; and
3. there are no benefits available for the recurrence under the Prior Plan,

the Elimination Period of this plan, which would otherwise apply to the recurrence, will be waived if the recurrence would have been covered without any further Elimination Period under the Prior Plan had it remained in force.

Prior Plan means the long term disability insurance carried by the Policyholder on the day before the Plan Effective Date.

## EXCLUSIONS

### What Disabilities are not covered?

The plan does not cover, and no benefit shall be paid for any Disability:

1. unless you are under the Regular Care of a Physician;
2. that is caused or contributed to by war or act of war (declared or not);
3. caused by your commission of or attempt to commit a felony, or to which a contributing cause was your being engaged in an illegal occupation; or
4. caused or contributed to by an intentionally self-inflicted injury.

If you are receiving or are eligible for benefits for a Disability under a prior disability plan that:

1. was sponsored by the Employer; and
2. was terminated before the Effective Date of this plan,

no benefits will be payable for the Disability under this plan.

## TERMINATION

### When does your coverage terminate?

You will cease to be covered on the earliest to occur of the following dates:

1. the date the Group Insurance Policy terminates;
2. the date the Group Insurance Policy no longer insures your class;
3. the date premium payment is due but not paid by the Employer;
4. the last day of the period for which you make any required premium contribution, if you fail to make any further required contribution;
5. the date you cease to be an Active Full-time Employee in an eligible class including:
  - a) temporary layoff;
  - b) leave of absence; or
  - c) a general work stoppage (including a strike or lockout); or
6. the date your Employer ceases to be a Participant Employer, if applicable.

### May coverage be continued during a temporary layoff?

If you are temporarily laid off, the Employer may continue your insurance for 1 month(s) following the month coverage would have terminated subject to the following:

1. the required premium must be paid;
2. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said layoff commenced; and
3. such continuation will cease immediately if one of the following events should occur:
  - a) the layoff becomes permanent;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or you;
  - d) the Group Insurance Policy no longer insures your class; or
  - e) your Employer ceases to be a Participant Employer, if applicable.

### May coverage be continued during a leave of absence?

If you are granted a leave of absence, the Employer may continue your insurance for 1 month(s) following the month coverage would have terminated subject to the following:

1. the leave authorization is in writing or is documented as a leave for military purposes;
2. the required premium must be paid;
3. your benefit level, or the amount of earnings upon which your benefits may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or you;
  - d) the Group Insurance Policy no longer insures your class; or
  - e) your Employer ceases to be a Participant Employer, if applicable.

### Does your coverage continue if your employment terminates because you are Disabled?

If you are Disabled and you cease to be an Active Full-time Employee, your insurance will be continued:

1. during the Elimination Period while you remain Disabled by the same Disability; and
2. after the Elimination Period for as long as you are entitled to benefits under the Policy.

### Must premiums be paid during a Disability?

No premium will be due for you:

1. after the Elimination Period; and
2. for as long as benefits are payable.

### Do benefits continue if the plan terminates?

If you are entitled to benefits while Disabled and the Group Insurance Policy terminates, benefits:

1. will continue as long as you remain Disabled by the same Disability; but
2. will not be provided beyond the date we would have ceased to pay benefits had the insurance remained in force.



Termination for any reason of the Group Insurance Policy will have no effect on our liability under this provision.

**May coverage be continued during a family or medical leave?**

If you are granted a leave of absence according to the Family and Medical Leave Act of 1993, your Employer may continue your insurance for up to 12 weeks, or longer if required by state law, following the date your coverage would have terminated, subject to the following:

1. the leave authorization must be in writing;
2. the required premium for you must be paid;
3. your benefit level, or the amount of earnings upon which your benefit may be based, will be that in effect on the day before said leave commenced; and
4. such continuation will cease immediately if one of the following events should occur:
  - a) the leave terminates prior to the agreed upon date;
  - b) the termination of the Group Insurance Policy;
  - c) non-payment of premium when due by the Policyholder or you;
  - d) the Group Insurance Policy no longer insures your class; or
  - e) your Employer ceases to be a Participant Employer, if applicable.

**GENERAL PROVISIONS**

**What happens if facts are misstated?**

If material facts about you were not stated accurately:

1. your premium may be adjusted; and
2. the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement made by you relating to your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during your lifetime. In order to be used, the statement must be in writing and signed by you.

**When should we be notified of a claim?**

You must give us written notice of a claim within 30 days after Disability starts. If notice cannot be given within that time, it must be given as soon as possible. Such notice must include your name, your address and the Group Insurance Policy number.

**Are special forms required to file a claim?**

When we receive a notice of claim, you will be sent forms for providing us with Proof of Loss. We will send these forms within 15 days after receiving a notice of claim. If we do not send the forms within 15 days, you may submit any other written proof which fully describes the nature and extent of your claim.

**What is Proof of Loss?**

Proof of Loss may include but is not limited to the following:

1. documentation of:
  - a) the date your Disability began;
  - b) the cause of your Disability;
  - c) the prognosis of your Disability;
  - d) your Earnings or income, including but not limited to copies of your filed and signed federal and state tax returns; and
  - e) evidence that you are under the Regular Care of a Physician;
2. any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
3. the names and addresses of all:
  - a) Physicians and practitioners of healing arts you have seen or consulted;
  - b) hospitals or other medical facilities in which you have been seen or treated; and
  - c) pharmacies which have filled your prescriptions within the past three years;
4. your signed authorization for us to obtain and release:
  - a) medical, employment and financial information; and
  - b) any other information we may reasonably require;

5. your signed statement identifying all Other Income Benefits; and
6. proof that you and your dependents have applied for all Other Income Benefits which are available. You will not be required to claim any retirement benefits which you may only get on a reduced basis.

All proof submitted must be satisfactory to us.

**When must Proof of Loss be given?**

Written Proof of Loss must be sent to us within 90 days after the start of the period for which we owe payment. If proof is not given by the time it is due, it will not affect the claim if:

1. it was not possible to give proof within the required time; and
2. proof is given as soon as possible; but
3. not later than 1 year after it is due, unless you are not legally competent.

We may request Proof of Loss throughout your Disability. In such cases, we must receive the proof within 30 days of the request.

**What additional Proof of Loss is Hartford Life entitled to?**

To assist us in determining if you are Disabled, or to determine if you meet any other term or condition of the policy, we have the right to require you to:

1. meet and interview with our representative; and
2. be examined by a doctor, vocational expert, functional expert, or other medical or vocational professional of our choice.

Any such interview, meeting or examination will be:

1. at our expense; and
2. as reasonably required by us.

We reserve the right to determine if your Proof of Loss is satisfactory. Unless we determine you have a valid reason for refusal, we may deny, suspend or terminate your benefits if you refuse to be examined, or meet to be interviewed.

**When must one apply for Social Security Benefits?**

Upon Hartford Life's request, you must apply for Social Security disability benefits. You must apply within 45 days from the date of Hartford Life's request. If the Social Security Administration denies your claim for benefits, you will be required to follow the process established by the Social Security Administration to:

1. request a reconsideration of the denial; and
2. if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals on your claim for Social Security benefits.

**How does Hartford Life estimate disability benefits under the United States Social Security Act?**

We reserve the right to reduce your Monthly Benefit by estimating the Social Security disability benefits you may be eligible to receive.

When we determine that you may be eligible for benefits, we may estimate the amount of these benefits. We may reduce your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits if:

1. you apply for Social Security disability benefits and pursue all required appeals in accordance with the provision entitled "When must one apply for Social Security Benefits?"; and
2. you have signed a form authorizing the Social Security Administration to release information about awards directly to us; and
3. you have signed and returned Hartford Life's reimbursement agreement, which confirms that you agree to repay all overpayments.

If we have reduced your Monthly Benefit by an estimated amount and:

1. you are later awarded Social Security disability benefits, we will adjust your Monthly Benefit when we receive proof of the amount awarded; or

2. your application for Social Security disability benefits has been denied, we will adjust your Monthly Benefit when you provide us proof of final denial from which you cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If we have not reduced your Monthly Benefit by an estimated Social Security disability benefit, we will adjust your Monthly Benefit upon receipt of proof of the amount of Social Security disability benefits awarded.

If we owe you a refund, we will make such refund in a lump sum. If your Monthly Benefit has been overpaid, you must make a lump sum refund to us equal to all overpayments, in accordance with the provision entitled "How does Hartford Life exercise the right to recover overpayments?"

**When does an overpayment occur?**

An overpayment occurs:

1. when we determine that the total amount we have paid in benefits is more than the amount that was due to you under the plan; or
2. when payment is made by us that should have been made under another group plan.

This includes, but is not limited to, overpayments resulting from:

1. retroactive awards received from sources listed in the Other Income Benefits definition;
2. failure to report, or late notification to us of any Other Income Benefit(s) or earned income;
3. misstatement;
4. fraud; or
5. any error we may make.

In case of an overpayment, we have the right to recover the payment from one or more of the following:

1. you;
2. any other organization;
3. any other insurance company; and
4. any other person to or for whom payment was made.

**How does Hartford Life exercise the right to recover overpayments?**

We have the right to recover from you any amount that we determine to be an overpayment. You have the obligation to refund to us any such amount. Our rights and your obligations in this regard may also be set forth in the reimbursement agreement you will be required to sign when you become eligible for benefits under this Plan.

If benefits are overpaid on any claim, you must reimburse Hartford Life within 30 days.

If reimbursement is not made in a timely manner, Hartford Life has the right to:

1. recover such overpayments from your estate;
2. reduce or offset against any future benefits payable to you or your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
3. refer your unpaid balance to a collection agency; and
4. pursue and enforce all its legal and equitable rights in court.

**Who gets the benefit payments?**

All payments are payable to you. Any payments owed at your death may be paid to your estate. If any payment is owed to your estate, a person who is a minor or a person who is not legally competent, then we may pay up to \$1,000 to any of your relatives who is entitled to it in our opinion. Any such payment shall fulfill our responsibility for the amount paid.

**When are payment checks issued?**

When we determine that you are Disabled and eligible to receive benefits, we will pay accrued benefits at the end of each month that you are Disabled. We may, at our option, make an advance benefit payment based on our estimated duration of your Disability. If any payment is due after a claim is terminated, it will be paid as soon as satisfactory Proof of Loss is received.

**What notification will you receive if your claim is denied?**

If a claim for benefits is wholly or partly denied, you will be furnished with written notification of the decision. This written decision will:

1. give the specific reason(s) for the denial;
2. make specific reference to the Policy provisions on which the denial is based;
3. provide a description of any additional information necessary to prepare a claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

**What recourse do you have if your claim is denied?**

On any claim, you or your representative may appeal to us for a full and fair review. You may:

1. request a review upon written application within 180 days of the claim denial;
2. request copies of all documents, records, and other information relevant to your claim; and
3. submit written comments, documents, records and other information relating to your claim.

We will make a decision no more than 45 days after we receive your appeal unless we determine special circumstances exist that require an extension of time to process the appeal. If your appeal requires extension, we will make our decision no more than 90 days after we receive your appeal. The written decision will include specific references to the Policy provisions on which the decision is based.

**When can legal action be started?**

Legal action cannot be taken against us:

1. sooner than 60 days after due Proof of Loss has been furnished; or
2. three years after the time written Proof of Loss is required to be furnished according to the terms of the Policy (five years in Kansas; six years in South Carolina).

**What happens if benefits are overpaid?**

An overpayment occurs when it is determined that the total amount we have paid in benefits is more than the amount that was due to you under the plan. This includes, but is not limited to, overpayments resulting from:

1. retroactive awards of Other Income Benefits;
2. failure to report, or late notification to us of Other Income Benefits or earned income;
3. misstatement; or
4. an error we may make.

We have the right to recover from you any amount that is an overpayment of benefits under this plan. You must refund to us the overpaid amount. We may also, without forfeiting our right to collect an overpayment through any means legally available to us, recover all or any portion of an overpayment by reducing or withholding future benefit payments, including the Minimum Monthly Benefit.

**What are our subrogation rights?**

If an Insured Person:

1. suffers a Disability because of the act or omission of a third party;
2. becomes entitled to and is paid benefits under the Group Insurance Policy in compensation for lost wages; and
3. does not initiate legal action for the recovery of such benefits from the third party in a reasonable period of time,

then we will be subrogated to any rights the Insured Person may have against the third party and may, at our option, bring legal action to recover any payments made by us in connection with the Disability.

**How do we deal with fraud?**

Insurance Fraud occurs when you and/or your Employer, with the intent to injure, defraud or deceive us, provides us with false information or files a claim for benefits that contains any false, incomplete or misleading information. It is a crime if you and/or your Employer commit Insurance Fraud. We will use all means available to us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if you and/or your Employer perpetrates Insurance Fraud.

**Who interprets policy terms and conditions?**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of the Group Insurance Policy.

**DEFINITIONS**

The terms listed will have these meanings.

**Actively at Work**

You will be considered to be actively at work with your Employer on a day which is one of your Employer's scheduled work days if you are performing, in the usual way, all of the regular duties of your job on a Full-time basis on that day. You will be deemed to be actively at work on a day which is not one of your Employer's scheduled work days only if you were actively at work on the preceding scheduled work day.

**Active Full-time Employee** means an employee who works for the Employer on a regular basis in the usual course of the Employer's business. The employee must work the number of hours in the Employer's normal work week. This must be at least the number of hours indicated in the Schedule of Insurance.

**Any Occupation** means an occupation for which you are qualified by education, training or experience, and that has an earnings potential greater than an amount equal to the lesser of the product of your Indexed Pre-disability Earnings and the Benefit Percentage and the Maximum Monthly Benefit shown in the Schedule of Insurance.

**Commissions** mean the monthly average of commissions paid to you by the Employer over the 12 calendar month period ending just prior to the date you become Disabled, or over the number of calendar months of employment if less than this period.

**Current Monthly Earnings** means the monthly earnings you receive from:

1. the Employer while Disabled;
2. other employment.

However, if the other employment is a job you held in addition to Active Full-time Employment with the Employer, then:

1. during the Elimination Period, and while eligible to receive benefits for being Disabled from Your Occupation;
2. any earnings from this other employment will be Current Monthly Earnings only to the extent that such earnings exceed the average monthly earnings you were receiving from this other job during the 6 month period immediately prior to becoming Disabled.

Current Monthly Earnings will also include the amount of pay for another or modified job position, which may be offered to you by the Employer or other employer, if you refuse the offer. The requirements of such position must be within your capabilities as described by your Physician, and consistent with your education, training and experience.

**Disability or Disabled means:**

1. during the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation;
2. for the 24 months following the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, and as a result your Current Monthly Earnings are less than 80% of your Indexed Pre-disability Earnings;
3. after that, you are prevented from performing one or more of the Essential Duties of Any Occupation.

If at the end of the Elimination Period, you are prevented from performing one or more of the Essential Duties of Your Occupation, but your Current Monthly Earnings are greater than 80% of your Pre-disability Earnings, your Elimination Period will be extended for a total period of 12 months from the original Date of Disability, or until such time as your Current Monthly Earnings are less than 80% of your Pre-disability Earnings, whichever occurs first.

Your Disability must be the result of:

1. accidental bodily injury;
2. sickness;
3. Mental Illness;
4. Substance Abuse; or
5. pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, alone, does not mean that you are Disabled.

**Employer means the Policyholder.**

**Essential Duty means a duty that:**

1. is substantial, not incidental;
2. is fundamental or inherent to the occupation; and
3. can not be reasonably omitted or changed.

To be at work for the number of hours in your regularly scheduled workweek is also an Essential Duty.

**Indexed Pre-disability Earnings** when used in this policy means your Pre-disability Earnings adjusted annually by adding the lesser of:

1. 10%; or
2. the percentage change in the Consumer Price Index (CPI-W).

The adjustment is made January 1st each year after you have been Disabled for 12 consecutive months, and if you are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, we may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31st, and the prior year's CPI-W as of July 31st, divided by the prior year's CPI-W.

**Mental Illness** means any psychological, behavioral or emotional disorder or ailment of the mind, including physical manifestations of psychological, behavioral or emotional disorders, but excluding demonstrable, structural brain damage.

**Monthly Benefit** means a monthly sum payable to you while you are Disabled, subject to the terms of the Group Insurance Policy.

**Monthly Income Loss** is the difference of your Pre-disability Earnings less your Current Monthly Earnings.

**Monthly Rate of Basic Earnings** means your regular monthly rate of pay, including Commissions, from the Employer just prior to the date you become Disabled:

1. including contributions you make through a salary reduction agreement with the Employer to:
  - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
  - b) an executive non qualified deferred compensation arrangement; or
  - c) a salary reduction arrangement under an IRC Section 125 plan; and
2. not including bonuses, overtime pay or expense reimbursements for the same period as above.

**Other Income Benefits** mean the amount of any benefit for loss of income, provided to you, as a result of the period of Disability for which you are claiming benefits under this plan. This includes any such benefits for which you are eligible or that are paid to you, or to a third party on your behalf, pursuant to any:

1. temporary disability benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
2. governmental law or program that provides disability or unemployment benefits as a result of your job with the Employer;
3. plan or arrangement of coverage, whether insured or not, as a result of employment by or association with the Employer or as a result of membership in or association with any group, association, union or other organization, including benefits required by state law, under an Employer sponsored short term disability program or under a salary continuation program;
4. mandatory "no-fault" automobile insurance plan;
5. disability benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act,that you are eligible to receive because of your Disability; or
6. disability benefit from the Veteran's Administration, or any other foreign or domestic governmental agency:
  - a) that begins after you become Disabled; or
  - b) if you were receiving the benefit before becoming Disabled, the amount of any increase in the benefit that is attributed to your Disability.

**Other Income Benefits** also mean any payments that are made to you, your family, or to a third party on your behalf, pursuant to any:

1. disability benefit under the Employer's Retirement Plan;
2. permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges of such benefits;
3. portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for your loss of earnings;
4. retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
  - a) you were receiving it prior to becoming Disabled; or
  - b) you immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement.

**Other Income Benefits** will not include the portion, if any, of such retirement benefit that was funded by your after-tax contributions; or

5. retirement benefits under:
  - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
  - b) the Railroad Retirement Act;
  - c) the Canada Pension Plan, the Canada Old Age Security Act; the Quebec Pension Plan or any provincial pension or disability plan; or
  - d) similar plan or act,that you receive because of your retirement, unless you were receiving them prior to becoming Disabled.

If you are paid Other Income Benefits in a lump sum or settlement, you must provide proof satisfactory to us of:

1. the amount attributed to loss of income; and
2. the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If you cannot or do not provide this information, we will assume the entire sum to be for loss of income, and the time period to be 24 months. We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of your claim. Please see the provision entitled, "What happens if benefits are overpaid?"

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

1. takes effect after the date benefits become payable under this plan; and
2. is a general increase which applies to all persons who are entitled to such benefits.

**Physician** means a person who is:

1. a doctor of medicine, osteopathy, psychology or other healing art recognized by us;
2. licensed to practice in the state or jurisdiction where care is being given; and
3. practicing within the scope of that license.

**Pre-disability Earnings** means your Monthly Rate of Basic Earnings in effect on the day before you became Disabled.

**Prior Plan** means the long term disability insurance carried by the Employer on the day before the Plan Effective Date.

**Recover or Recovery** means that you are no longer Disabled and have returned to work with the Employer and premiums are being paid for you.

**Regular Care of a Physician** means you are attended by a Physician, who is not related to you:

1. with medical training and clinical experience suitable to treat your disabling condition; and
2. whose treatment is:
  - a) consistent with the diagnosis of the disabling condition;
  - b) according to guidelines established by medical, research and rehabilitative organizations; and
  - c) administered as often as needed,

to achieve the maximum medical improvement.

**Retirement Plan** means a defined benefit or defined contribution plan that provides benefits for your retirement and which is not funded wholly by your contributions. It does not include:

1. a profit sharing plan;
2. thrift, savings or stock ownership plans;
3. a non-qualified deferred compensation plan; or
4. an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan or 403(b) plan.

**Substance Abuse** means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

1. impairments in social and/or occupational functioning;
2. debilitating physical condition;
3. inability to abstain from or reduce consumption of the substance; or
4. the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

**We, us or our** means the Hartford Life and Accident Insurance Company.

**You, your, Insured Person** means the Insured Person to whom this Booklet-certificate is issued.



**Your Occupation**, if used in this Booklet-certificate, means your occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job you are performing for a specific employer or at a specific location.

**The Plan Described in this Booklet**

**is Insured by the**

**Hartford Life and Accident Insurance Company**  
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